

# Invitation for Bid

City of Killeen, Texas  
Sealed bids will be received for:

Gasoline, Unleaded  
Bid No. 14-06

Sealed bids will be received until 2:00 p.m. on  
February 13, 2014

Return Bid to:

City of Killeen  
Attn: Purchasing Division  
207A W. Avenue D  
Killeen, Texas 76541

**CITY OF KILLEEN**  
**BID # 14-06 GASOLINE, UNLEADED SERVICES**  
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## **I. NOTICE TO BIDDERS**

### **BID NO. 14-06** **GASOLINE, UNLEADED**

#### **CITY OF KILLEEN, TEXAS**

Notice is hereby given that the City of Killeen will receive sealed bids for *Gasoline, Unleaded*, addressed to the City of Killeen, Attn: Purchasing Division, 207A W. Avenue D, Killeen, Texas 76541, until 2:00 p.m. on February 13, 2014, and at 2:15 p.m. the bids shall be publicly opened and read aloud in the City Hall Council Chambers, City Hall, First Floor, 101 N. College Street, Killeen, Texas 76541. Bid submissions shall be plainly marked with the name and address of the bidder and “BID NO. 14-06 Gasoline, Unleaded 2:00 p.m., February 13, 2014”.

No pre-bid conference will be held. Bid questions will be accepted until 2:00 p.m. on February 6, 2014, and shall be addressed to [kjessie@killeentexas.gov](mailto:kjessie@killeentexas.gov) with a copy to [airport@killeentexas.gov](mailto:airport@killeentexas.gov).

Bidders may download the bid packet from the City’s website at: <http://www.killeentexas.gov>. Click on “City Bids” under Quick Links, and also at <https://killeentx.ionwave.net/login.aspx> after registering to be a supplier to the City of Killeen.

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Karlene Jessie, Purchasing Manager

## II. INFORMATION AND INSTRUCTIONS TO BIDDERS

### Preparation of Bids:

This is your notice that **sealed bids, in triplicate, for Gasoline, Unleaded** subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications or other data as are attached to this Bid (known as the bid packet), will be received at the Purchasing Office, 207A W. Avenue D, Killeen, TX, 76541, until the hour of **2:00 p.m., February 13, 2014**. At exactly **2:00 p.m.**, the bids will be opened and read aloud in the Council Chambers. Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by electronic means or complete faxed bid responses will not be considered.

**One (1) signed and initialed where indicated original copy in ink (not pencil) and two (2) copies of the entire bid packet shall be submitted at the above location prior to the bid deadline. Please indicate which copy is an original within your bid submission.** All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids and evaluate any or all Gasoline, Unleaded bids prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. 14-06, Gasoline, Unleaded, 2:00 p.m., February 13, 2014. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Friday at 2:00 p.m. and the City is closed on Friday for bad weather or an unforeseen event, the bids will be accepted until Monday, 2:00 p.m. or if bids are due at 2:00 p.m. on Friday, but the City opened at 10:00 a.m. on Friday due to bad weather or an unforeseen event, then bids will be accepted until Monday, 2:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to [kjessie@killeentexas.gov](mailto:kjessie@killeentexas.gov) with a copy to [airport@killeentexas.gov](mailto:airport@killeentexas.gov) prior to **2:00 p.m. on February 6, 2014**. Please indicate "Bid 14-06 Questions" in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known bidders who have expressed interest in this bid. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

### Term:

Contract term shall be for a one year (1) period and may be extended for a one (1) year period(s) if so agreed to by both parties. If the City or bidder should decline any renewal period or after the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

### Pricing & Term Renewals:

Pricing shall remain firm during the initial term of the contract. If the bid is renewed for additional period(s), additional purchases may be made during the subsequent periods. At the time of contract renewal, price increases will be considered by the City only as a result of a tax increase. The amount bid for profit must be a firm fixed unit amount per gallon during the contract; the profit shall be set to four (4) decimal places, and shall be identified in the vendor's bid. This per gallon profit shall include any and all costs involved with the supply and delivery of gasoline to the Airport to include any applicable Taxes and the Petroleum Product Delivery Fee. This amount per gallon must be entered in on the bid sheet.

### SAMPLE VENDOR PRICING:

**GASOLINE, UNLEADED, 87 OCTANE, WITH A MAXIMUM 10% ETHANOL  
TRANSPORT TRUCK DELIVERY (TTD)**



**BID:**

**GASOLINE, UNLEADED, 87 OCTANE, WITH A MAXIMUM 10% ETHANOL**

Delivery amounts between 500 and 2300 gallons.

(A)		(B)		(C)		(D)
OPIS \$ / GALLON As of		Tax / per gallon		PROFIT PER GALLON		TOTAL UNIT PRICE PER GALLON
	+	<b>\$.200 (St. Tax)</b> <b>\$.184 (Fed. Gas Tax)</b> <b>\$.384 Total Tax</b>	+		=	

Any price increase shall be passed onto the City at par without any additional profit, markup or overhead. Any price increase shall be requested by the successful bidder, in writing, and accompanied with the appropriate documentation to justify the increase, prior to sixty (60) days of any renewal term. The successful bidder may offer price decreases of any type at any time.

**Any request in price change with supporting documentation shall be sent to the following address only:**

**City of Killeen**  
**Attn: Purchasing Division**  
**207A W. Avenue D**  
**Killeen, TX 76541**

On the outside of the envelope please write **“Price Change Notification Bid 14-06”**

**Response, Property of the City of Killeen:**

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

**No Obligation to Buy:**

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

**Cost of Preparing Bids:**

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

**Withdrawal of Bid:** A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to [kjessie@killeentexas.gov](mailto:kjessie@killeentexas.gov). Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

**Bidding Error:**

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

#### **Single Bid Response:**

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

#### **Award of Bid:**

The City will award the bid, if any, in a manner described in section 10 of the General Terms and Conditions. Contracts may be awarded to each bidder meeting the minimum specifications and evaluation criteria. Each bidder will be ranked in accordance with best value procedures. Purchases will be issued to the lowest qualified bidder first; if the low bidder cannot supply required materials when needed, the second low bidder will be contacted and so forth. If the low bidder does not have the quality/quantity of product required, the City reserves the right to purchase from the second, third etc. low bidders depending on quality/quantity of product of each bidder. **The anticipated date of the notice of award is March 12, 2014.**

#### **Estimated Quantities:**

Quantities listed are estimates and the City may increase or decrease the number of items needed. These estimated quantities shall not be construed as a minimum or a maximum quantity that the City of Killeen may need.

#### **Minimum Qualifications:**

Vendors must have a minimum of two years of continuous operation in providing Gasoline, Unleaded Services:

Has the company operated in this capacity for at least 2 years without interruption? Yes: \_\_\_\_ No: \_\_\_\_

Indicate the company's first year of business operation: \_\_\_\_\_

#### **Payment:**

The City shall be billed only for the items awarded in this bid. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the Aviation department will phone your customer service point of contact for correction. Payment of a corrected invoice will be made in thirty (30) days once the corrected invoice has been received. Unless the bidder has provided discount payment terms such as 2% 15 net 30 days, no down payment or advance payment of any kind shall be made. In no circumstances should any invoice dispute last longer than thirty (30) days.

All invoices shall be submitted to the Killeen Fort-Hood Regional Airport, 8101 S. Clear Creek Rd, Box C, Killeen TX 76549.

#### **PAYMENT TERMS:** Specify other payment options:

- ☐ Check box if you offer a prompt payment discount: % \_\_\_\_\_. Specify terms: \_\_\_\_\_
- ☐ Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).
- ☐ Check here if the prompt payment discount applies to the MasterCard payment.

#### **Delivery Information:**

Deliveries shall be made to the Killeen Fort-Hood Regional Airport; 8101 Clear Creek Rd. within 24 hrs. after calling in a fuel order. Delivery can be scheduled Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. The Aviation Department shall have the ability to schedule the best date and time of the week for their deliveries.

**Point of contact to resolve issues (delivery or invoice):**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**Copyright Materials:**

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission (see page 25 for more information).

**Non-Endorsement:**

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Killeen.

**Organization of Your Bid Submission:**

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

**Signature of Acceptance:**

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

**Undersigned acknowledges that addenda \_\_\_\_\_ through \_\_\_\_\_ have been taken into account as part of this bid.**

The bidder agrees to comply with all conditions within this invitation for bids:

<b>Full Legal Name of Company</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>After Hours Phone Number</b>	
<b>Email Address</b>	
<b>Tax Identification Number</b>	



<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	
<b>Title</b>	
<b>Date</b>	

**\*PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT**

W-9 Forms are available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Vendor Name:	
1099 Name:	
Tax ID#:	
List the type of product or service:	

**Remit to address (if different from above):**

Address #1 \_\_\_\_\_  
 Address #2 \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Phone#: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_

### **III. CITY OF KILLEEN GENERAL TERMS AND CONDITIONS**

**1. General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of fuel and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

## **2. Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

## **3. Description of Supplies**

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

## **4. Submission of Bid**

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
  - Venue other than Bell County
  - Mandatory arbitration
  - Artificial limitation of liability
  - Artificial statute of limitation
  - Waiver of trial by jury
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
  - (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
  - (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:

Bidder's Initials  
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City of Killeen  
Attn: Purchasing Division  
207A W. Avenue D  
Killeen, TX 76541

**5. Rejection of Bid**

- (a) The City may reject a Bid if:
1. The Bidder misstates or conceals any material fact in the Bid, or if
  2. The Bid does not strictly conform to law or the requirements of the Bid, or if
  3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

**6. Withdrawal of Bid**

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

**7. Late Bid or Modifications**

Bid and modifications received after the time set for the Bid opening will not be considered.

**8. Clarification or Objection to Bid Specifications**

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

**9. Discounts**

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**10. Award of the Contract**

- (a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the best value for the municipality based on, but not limited to, the following factors:

- |  |  |
|--|--|
| * Unit price                             | * Bidder's past performance                      |
| * Total Bid price                        | * Demurrage charges, freight costs and mileage   |
| * Terms and discounts                    | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date                          | * Estimated surplus value, life expectancy       |
| * Product warranty                       | * Results of testing samples                     |
| * Special needs and requirements of City | * Conformity to specifications                   |

- \* Past experience with product/service
  - \* City's evaluation of the bidder's ability, financial, strength, and ethical standards
  - \* Quality of the bidder's goods or services
  - \* The extent to which the goods or services meet the municipality's needs
  - \* Training requirements, location, etc.
  - \* Location of maintenance facility/service person; ability to provide for minimum down time
  - \* The total long-term cost to the municipality to acquire the bidder's goods or services
- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will follow council approval. A contract, for review by the City's legal team, shall follow receipt.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

## **11. Bid Protest**

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

## **12. Termination for Governmental Non-Appropriations**

A contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include

the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.

- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

### **13. Termination of Contract**

Any contract pursuant after to this bid packet shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. The City reserves the right to award a contract to next best bidder it deems to be in the best interest of the City, should a contract be awarded and subsequently cancelled.

### **14. Assurance of Compliance**

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

### **15. Conflict of Interest Disclosure Questionnaire**

The Bidder agrees that if a member of the City Council or a councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or is financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

[http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

### **16. Venue for Legal Action**

The standard form of agreement later referenced in this bid packet (page 20) shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

### **17. Conflicts in Terms and Conditions for Bids**

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and

Bidder, the standard form of agreement between the owner and bidder shall prevail.

**18. Insurance**

All bidders shall have the appropriate amount of insurance while delivering the items once awarded. This coverage shall be present as to cover all losses, until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

**19. Acknowledgement**

Each bidder, by their signature, represents that they have read the “Terms and Conditions for Bids”, and will comply with these terms and conditions.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**IV. CONFLICT OF INTEREST FORM**

\_\_\_\_\_  
Bidder's Initials  
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**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of person who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**\_\_\_\_\_  
Signature of person doing business with the governmental entity\_\_\_\_\_  
Date

Adopted 06/29/2007

V. Additional Questions

**Additional Questions:**

Can delivery be made as specified in the specifications? Yes: \_\_\_\_ No: \_\_\_\_

When can delivery be made after award (number of days)? \_\_\_\_\_

Has an owner of the company been convicted of a crime within the past 10 years? Yes: \_\_\_\_ No: \_\_\_\_

Has company been in bankruptcy, reorganization or receivership in the last 5 years? Yes: \_\_\_\_ No: \_\_\_\_

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts? Yes: \_\_\_\_ No: \_\_\_\_

Does any employee or official of the City have any financial or other interest in your firm? Yes: \_\_\_\_ No: \_\_\_\_

Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)? Yes: \_\_\_\_ No: \_\_\_\_

If no, describe differences: \_\_\_\_\_

Insurance Broker Name: \_\_\_\_\_

Insurance Broker Phone: \_\_\_\_\_

Insurance Broker Fax: \_\_\_\_\_

Are there claims that are pending against this insurance policy? Yes: \_\_\_\_ No: \_\_\_\_

If yes, describe: \_\_\_\_\_

List the most recent sales that you have with other public agencies, if any, and/or other customers (up to five) regarding a gasoline, unleaded:

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## VI. REFERENCES

Include below three references:

### Reference #1

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_

### Reference #2

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_  
\_\_\_\_\_

### Reference #3

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_

## VII. BID SPECIFICATIONS

**SPECIFICATIONS:**

- This contract is for Gasoline, unleaded, 87 octane with a maximum of 10% ethanol.
- Requested product will be delivered to the Killeen-Fort Hood Regional Airport within 24 hours after request, holidays excluded.

**MINIMUM SPECIFICATIONS  
UNLEADED FUEL**

**INTENT:**

City of Killeen intends to contract with a qualified vendor for the purchase and delivery of gasoline, unleaded. The contract period shall be for a period of one (1) year with possible extension of one (1) year period by mutual consent.

**PRICING:**

- All transportation and complete delivery charges shall be included in the price bid.

**EVALUATION/AWARD:**

- This contract covers Gasoline, unleaded, 87 octane only.
- Contract is for new, unused products.

**VENDOR QUALIFICATIONS:**

The primary benefit to the City in contracting for the purchase of petroleum products is to be assured of delivery throughout the contract period at fair market price. Therefore, vendor qualification is paramount and the City reserves the right to require post bid documentation to the degree felt necessary in order to determine the ability of the bidder to meet all contractual demands. This includes, but is not limited to requiring that a "middleman" or Jobber submitting a bid to furnish a letter of agreement from his supplier acknowledging with approval, the estimated volumes to be furnished during the contract period.

**ESTIMATED QUANTITIES & DELIVERY METHODS:**

Annual purchase quantities are not guaranteed, but are **ESTIMATED** from at 60,000 to 66,000 gallons based upon past usage. Weekly purchases are estimated to be between 500 and 2300 gallons. One delivery per week is anticipated.

**VIII. COPYRIGHTED MATERIAL**

**Texas Public Information Act  
Steps To Assert Information Confidential or Proprietary**

All bids or bids, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

**In signing this form, I acknowledge that I have read the above and further state:**

☐ The bid/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

☐ The bid/bid submitted contains confidential information which is labeled and which may be found on the following pages: \_\_\_\_\_

\_\_\_\_\_ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

## IX. BIDDERS CHECKLIST

**I learned of this invitation to bid by the following means:**

- ☐ Personal Trip to Purchasing Division
 ☐ Electronic State Business Daily Website  
☐ Killeen Daily Herald Newspaper Advertisement
 ☐ City of Killeen E-Bid site, IonWave  
☐ City of Killeen Website
 ☐ Phone Call to City of Killeen Purchasing Div.  
☐ Onvia DemandStar Website
 ☐ Other \_\_\_\_\_ (please list)

**If you are on the City of Killeen bidder's list and are not participating in this bid please indicate below as to the reason why:**

[illegible]

## Bidders Checklist

- \_\_\_ Insert bid amount per gallon, page 6  
 \_\_\_ Review and fill out payment terms, page 8  
 \_\_\_ Procurement card question answered, page 8  
 \_\_\_ Delivery information noted, pages 8  
 \_\_\_ Customer service point of contact listed, page 8  
 \_\_\_ Signed signature page, addenda noted (if any) and attached W-9 Form page 9  
 \_\_\_ Terms and Conditions acknowledged, page 10-14  
 \_\_\_ Conflict of Interest Questionnaire Form filled out, page 15  
 \_\_\_ Additional Questions filled out, page 16  
 \_\_\_ List references, page 18  
 \_\_\_ Bid Specifications, pages 19  
 \_\_\_ Copyrighted material noted as noted on page 20  
 \_\_\_ Review additional requested information, page 21  
 \_\_\_ Insert any relevant brochures or catalogs about the bid items  
 \_\_\_ Within your bid submission insert one original copy of the entire bid packet with two copies to:

**City of Killeen  
Attn: Purchasing Division  
207A W. Avenue D  
Killeen, TX 76541**

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